

**Iowa Department of Natural Resources
Environmental Protection Commission**

ITEM

13

DECISION

TOPIC

Contract amendment- Iowa Department of Public Health – Correction of effective date

The department is requesting that the commission approve the contract with an effective date of July 1, 2006 rather than the contract approved in December with an amended start date of December 6, 2006. No other changes are being requested.

DNR and IDPH accounting staff have informed us that an effective date of December 6, 2006, leaves a time period not covered by any contract or agreement between DNR and IDPH. Because of this lapse, DNR cannot show documentation directing DNR to forward Grants to Counties funds to IDPH to pay counties for grant invoices submitted between July 1, 2006, and December 6, 2006.

Section 455E.11 of the Code of Iowa explains how the funding for the Grants to Counties program is suppose to work. Unfortunately, it is not very clear on the details. Therefore, a contract between IDPH and DNR is necessary to provide documentation as to why the transfer of funds is taking place and how much should be transferred.

Charles C. Corell, Chief
Water Quality Bureau
January 2, 2007

Prepared by: Ken Sharp, Manager, Office of Technical Assistance, Division of Environmental Health,
Iowa Department of Public Health, 321 E. 12th St., 5th floor, Des Moines, IA 50319 Phone: 515-281-7462

INTERAGENCY AGREEMENT

BETWEEN

IOWA DEPARTMENT OF PUBLIC HEALTH

AND

IOWA DEPARTMENT OF NATURAL RESOURCES

This agreement is entered into between the Iowa Department of Public Health (hereinafter “DPH”) and the Iowa Department of Natural Resources (hereinafter “DNR”) pursuant to the authority of Section 28E.12, Code of Iowa.

Purpose. The purpose of this agreement is to fulfill the legal responsibilities set forth in Iowa Code Chapter 455E Section 11, as amended by the 2002 Iowa Acts, Senate File 2325. As per the amendment, DPH shall assume fiscal responsibility for distributing funds to counties for private water well testing, private water well abandonment, and private water well rehabilitation under the grants to counties program.

Duties. DPH agrees to:

1. Assume fiscal responsibility for distributing funds to counties for the Grants to Counties Program (G-t-C), which provides funding to counties for the purposes of private water well testing, private water well abandonment, and private water well rehabilitation.
2. Employ qualified personnel to serve in the capacity of contracts manager and field auditor. A minimum of 0.5 FTE shall be supported by funds provided from the DNR administrative portion of the G-t-C program to IDPH on a quarterly basis for the purpose of auditing contracts with local boards of health providing services under this program. This position shall report semi-annually to DNR on program results, with the first semi-annual report due on June 30, 2007.
3. Develop a position description questionnaire, with input and agreement from DNR, for a field auditing position in the DPH.
4. Reimburse grant recipients on a quarterly basis based upon the work completed during that time period.

5. Provide technical assistance to grant recipients on the program's manner of financing.
6. Meet semi-annually with DNR representatives to discuss the program, report on county program audit results, and to set a budget for outside services. The budget for outside services shall be the amount deposited into the account annually plus any amount carried over from previous fiscal years.

DNR agrees to:

1. Continue to provide technical assistance to counties on the proper procedures and techniques for private water well testing, private water well abandonment, and private water well rehabilitation.
2. Maintain the private well tracking system (PWTS).
3. Transfer to DPH, on a quarterly basis, the funds necessary to reimburse DPH for administrative costs as outlined in the budget and to reimburse the counties for private water well testing, private water well abandonment, and private water well rehabilitation activities.
4. Meet semi-annually with DPH representatives to discuss the program, receive the results reports, and to set a budget for outside services. The budget for outside services shall be the amount deposited into the account annually plus any amount carried over from previous fiscal years.

Annual Budget.

Grants-to Counties funds

OUTSIDE SERVICES	\$1,300,000***
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Administrative funds

SALARY & FRINGE	\$49,500
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TRAVEL	\$5,000
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OFFICE SUPPLIES	\$500
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OTHER EXPENSES	<u>\$5,000</u>
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ADMINISTRATIVE FUND TOTAL	\$60,000
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CONTRACT TOTAL	<u>\$1,360,000</u>
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*** This is the minimum amount allocated for outside services annually. The actual amount may increase dependent upon unexpended amounts from previous fiscal year contracts with local boards of health. An actual amount will be agreed upon annually by DPH and DNR.

Period of Agreement. This agreement shall be valid from July 1, 2006 to June 30, 2009. Any party may terminate this agreement prior to June 30, 2009, by providing written notice to the other party at least thirty (30) days prior to the intended date of termination.

This agreement may be amended only by the mutual written consent of both parties.

Administration. The Iowa Department of Public Health designates Tom Newton, Director of the Division of Environmental Health, as the individual responsible for the administration of this agreement for DPH.

The Iowa Department of Natural Resources designates Stephen Hopkins, Supervisor, Water Supply Operations Section, as the individual responsible for the administration of the agreement for DNR.

The governing parties of DNR and DPH have approved this agreement.

Dispute Resolution. The parties to this agreement shall attempt to mediate disputes, which arise under this agreement by engaging in mediation with a mutually agreed-upon mediator. Each party will bear 50% of the costs of such mediation. In the event the parties are unable to reach agreement, the parties shall submit their dispute to binding arbitration by a board of arbitration as provided for in Iowa Code Section 679A.19.

Filing and Recording. A copy of this agreement shall be filed with the Secretary of State and a second copy of this agreement shall be recorded with the Polk County Recorder before it shall be in full force and effect, all pursuant to Iowa Code Section 28E.8.

Real and Personal Property. The parties agree that no real or personal property will be acquired, held or disposed of in relation to this agreement.

IN WITNESS WHEREOF, the Iowa Department of Public Health and Iowa Department of Natural Resources have executed two copies of this agreement; each shall be considered an original.

IOWA DEPARTMENT OF
NATURAL RESOURCES

IOWA DEPARTMENT OF
PUBLIC HEALTH

Liz Christiansen, Deputy Director

Tom Newton, Director
Division of Environmental Health

DATE

DATE